tion, had waived that right and could not be heard after conviction to raise the point on petition for habeas corpus. *Hightower* v. *Hollis* (1904), — Ga. —, 48 S. E. Rep. 969.

The decision seems hardly just, and it is remarkable that, on a question of such vital importance, the court has omitted to cite any authorities in support of its decision, although cases can be found in accordance with it. The learned judge concedes that the question whether the system is vicious in principle and dangerous in tendency is debatable and that the feature of the act establishing the court might be open to the objections raised; but contends that the right to object has been waived. The doctrine that parties cannot waive a jurisdictional objection is supported by high authority, and is clearly based upon the fundamental principles of justice. The following cases hold that the parties, even by express agreement, cannot waive an objection to the disqualification of the judge to sit in a case in which he is or might be interested. *Hall* v. *Thayer,* 105 Mass. 219; *Moses* v. *Julian,* 45 N. H. 52; *Edwards* v. *Russell,* 21 Wend (N. Y.) 64; *Chambers* v. *Hodges,* 23 Tex. 104; *Oakley* v. *Aspinwal,* 3 N. Y. 547. In this last case the Court of Appeals said: "It is of great importance that courts be free from reproach or the suspicion of unfairness. The party may be interested only that his particular suit may be justly determined; but the state, the community is concerned not only for that, but that the judiciary shall enjoy an elevated rank in the estimation of mankind. The party who desired it, might be permitted to take the hazard of a biased decision, if he alone were to suffer from his folly, but the state cannot endure the scandal and reproach visited upon its judiciary in consequence. Although the party consent, he will invariably murmur, if he does not gain his cause, and the very man who induced the judge to act, when he should have forborne will be the first to arraign the decision as biased and unjust." This decision was approved in *Newcome* v. *Light,* 58 Tex. 141, and in *Estate of White,* 37 Cal. 190. In *Lillie* v. *Trentman,* 130 Ind. 16; *Salter* v. *Salter,* 6 Bush (Ky.) 624; *Grant* v. *Holmes,* 75 Mo. 109, and *Bennett* v. *State,* 4 Tex. App. 72, the contrary view has been taken.

CRIMINAL PROCEDURE—BILL OF EXCEPTIONS—PRESUMPTION AS TO EVIDENCE. —The defendant, appealing from a motion denying a new trial after conviction for burglary, stated in his bill of exceptions that witnesses had been examined on the trial and the testimony given included certain testimony as to the time of the crime set out in detail. One of the objections was that the verdict was contrary to the evidence. *Held,* that it would be presumed that all the evidence as to time had been stated in the bill, but it would not be presumed that all the evidence given at the trial had been stated. *People* v. *Coulter* (1904), — Cal. —, 78 Pac. Rep. 348.

The majority of the court were of the opinion that where a bill, as in this instance, did not purport to state all the evidence, it would not be so presumed, even in a case where the ground of error was that the verdict was contrary to the evidence. *People* v. *Williams,* 45 Cal. 25; *People* v. *Leong Ling,* 77 Cal. 177; *People* v. *Huff,* 72 Cal. 117; *People* v. *Carroll,* 80 Cal. 153,

22 Pac. Rep. 129; *People* v. *Tonielli,* 81 Cal. 275, 22 Pac. Rep. 678. See also *People* v. *Marks,* 72 Cal. 46, 13 Pac. Rep. 149. The minority regard it as necessary for the prosecution to see that there is some evidence or specification as to each material fact of the issue in the bill—that otherwise the presumption in a case like the present, is that there was no evidence on these points, and therefore, the objection is well taken. See *People* v. *Fisher,* 51 Cal. 319; *People* v. *English,* 52 Cal. 211; *People* v. *Buckley,* 116 Cal. 146, 47 Pac. Rep. 1009; *People* v. *Griffith,* 122 Cal. 212, 54 Pac. Rep. 725. It is difficult to see how the objection, that the verdict is contrary to the evidence, can be successfully raised where the bill shows on its face, as in this case, that it does not, and is not meant to contain all of the evidence.

DEEDS—IN CONSIDERATION OF SUPPORT—CONDITION SUBSEQUENT—CHARGE UPON LAND.—A deed was made to plaintiff upon a consideration of support during the life of the grantor, and it was further provided that the land conveyed was "to stand good" for such support. The plaintiff did not take possession. Defendant, a subsequent grantee through a mesne conveyance from the same grantor, claimed in his answer that through inadvertence of the draughtsman a clause was omitted from the deed that if plaintiff failed to render the support, the conveyance was to be void. This issue, as to the omission, tendered by defendant, the court refused to submit, and a verdict was rendered for the plaintiff. In this application by defendant for a rehearing, *Held,* that the same should be denied, because the support agreed upon was a mere charge upon the land, at most a covenant and not a condition subsequent. If it be regarded as a condition at all, the court leaned to the view that a condition subsequent was intended rather than precedent. The title to the property in suit vested absolutely in the plaintiff as against the defendant grantee. *Helms* v. *Helms et al.* (1904), — N. C. —, 49 S. E. Rep. 110; original case reported in 47 S. E. Rep. 415.

There was a vigorous dissent by CLARK, C. J., both from the decision on appeal and from the denial on this application for a rehearing, DOUGLAS, J., concurring in the latter. The minority held that the provision for support amounted to a condition precedent, which not having been satisfied the title to the land remained in the grantor. While the law appears to sustain the plaintiff's position, equitable considerations strongly tend to establish the defendant's claim. Conditions subsequent, it is true, are not favored in the law because they have the effect in case of breach to defeat vested estates; and when relied upon to work a forfeiture they must be created in express terms or by clear implication. *Studdard et al.* v. *Wells et al.,* 120 Mo. 25; *Van Horn et al.* v. *Mercer,* 29 Ind. App. 277. But in clear cases a provision for support with a clause that the premises shall revert in case of failure must be held a condition. *Delong* v. *Delong,* 56 Wis. 514; *Berryman* v. *Schumaker et al.,* 67 Tex. 312. And when the equity of the case requires, courts will read a covenant to support the grantor as a condition, adverse to the general rule above stated, in order to restore the parties to their original positions. *Glocke* v. *Glocke,* 113 Wis. 303; *Goldsmith* v. *Goldsmith,* 46 W. Va. 426. A decision contrary to that reached in the principal case on a very similar state